

DOLL AMIR & ELEY LLP
GREGORY L. DOLL (SBN 193205)
gdoll@dollamir.com
HUNTER R. ELEY (SBN 224321)
heley@dollamir.com
CONNIE Y. TCHENG (SBN 228171)
ctcheng@dollamir.com
725 S. Figueroa Street, Suite 3275
Los Angeles, California 90017
Tel: 213.542.3380
Fax: 213.542.3381

Attorneys for Defendant,
SOLAR QUOTE, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LINDSEY BETHEA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

INFINITY ENERGY INC., a California
corporation, and SOLAR QUOTE INC.,
a Delaware registered corporation,

Defendants.

Case No. 2:23-cv-00118-DJC-KJN

*Assigned to District Judge Daniel J.
Calabretta; Referred to Magistrate
Judge Kendall J. Newman*

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: 01/19/2023
Trial Date: TBA

1 Plaintiff Lindsey Bethea, Defendant Infinity Energy Inc. (“IE”), and Defendant
2 Solar Quote, Inc. (“SolarQuote”) (collectively, the “Parties”), respectfully submit this
3 Stipulated Protective Order pursuant to Local Rule 141.1.

4 1. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve production
6 of confidential, proprietary, or private information for which special protection from
7 public disclosure and from use for any purpose other than prosecuting this litigation
8 may be warranted. Broadly, such information and documents may include consumer
9 and financial information, personal identifying information, and confidential and
10 proprietary information regarding business practices, business information, and trade
11 secrets. The Parties seek entry of a court order to establish procedures regarding
12 production and use of confidential information and documents, as well as regarding
13 remedies and resolution for disagreements regarding such production and use.

14 Accordingly, the parties hereby stipulate to and petition the court to enter the
15 following Stipulated Protective Order. The parties acknowledge that this Order does
16 not confer blanket protections on all disclosures or responses to discovery and that the
17 protection it affords from public disclosure and use extends only to the limited
18 information or items that are entitled to confidential treatment under the applicable
19 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
20 that this Stipulated Protective Order does not entitle them to file confidential
21 information under seal; Local Rule 141 sets forth the procedures that must be
22 followed and the standards that will be applied when a party seeks permission from
23 the court to file material under seal.

24 2. DEFINITIONS

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation
26 of information or items under this Order.

27 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for protection

1 under Federal Rule of Civil Procedure 26(c).

2 2.3 Counsel (without qualifier): Outside Counsel of Record and House
3 Counsel (as well as their support staff).

4 2.4 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of
8 the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced or
10 generated in disclosures or responses to discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this action.

14 2.7 House Counsel: attorneys who are employees of a party to this action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.8 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.9 Outside Counsel of Record: attorneys who are not employees of a party
20 to this action but are retained to represent or advise a party to this action and have
21 appeared in this action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party.

23 2.10 Party: any party to this action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this action.

28 2.12 Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.13 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL.”

6 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the
15 following information: (a) any information that is in the public domain at the time of
16 disclosure to a Receiving Party or becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation of
18 this Order, including becoming part of the public record through trial or otherwise;
19 and (b) any information known to the Receiving Party prior to the disclosure or
20 obtained by the Receiving Party after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Designating
22 Party. Any use of Protected Material at trial shall be governed by a separate
23 agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify – so that other portions of the material, documents, items, or communications
12 for which protection is not warranted are not swept unjustifiably within the ambit of
13 this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber or retard the case development process or to
17 impose unnecessary expenses and burdens on other parties) expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:

28 (a) For information in documentary form (e.g., paper or electronic

documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the

Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain

1 confidentiality under Local Rule 141.1 within 21 days of the parties agreeing that the
2 meet and confer process will not resolve their dispute. Each such motion must be
3 accompanied by a competent declaration affirming that the movant has complied with
4 the meet and confer requirements imposed in the preceding paragraph. Failure by the
5 Designating Party to make such a motion including the required declaration within 21
6 days shall automatically waive the confidentiality designation for each challenged
7 designation. In addition, the Challenging Party may file a motion challenging a
8 confidentiality designation at any time if there is good cause for doing so, including a
9 challenge to the designation of a deposition transcript or any portions thereof. Any
10 motion brought pursuant to this provision must be accompanied by a competent
11 declaration affirming that the movant has complied with the meet and confer
12 requirements imposed by the preceding paragraph.

13 The burden of persuasion in any such challenge proceeding shall be on the
14 Designating Party. Frivolous challenges, and those made for an improper purpose
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived
17 the confidentiality designation by failing to file a motion to retain confidentiality as
18 described above, all parties shall continue to afford the material in question the level
19 of protection to which it is entitled under the Producing Party's designation until the
20 court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this case
24 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
25 Material may be disclosed only to the categories of persons and under the conditions
26 described in this Order. When the litigation has been terminated, a Receiving Party
27 must comply with the provisions of section 13 below (FINAL DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as
8 well as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

11 (b) the officers, directors, and employees (including House Counsel)
12 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial
20 consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably
21 necessary for this litigation and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom
24 disclosure is reasonably necessary and who have signed the “Acknowledgment and
25 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
26 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
27 depositions that reveal Protected Material must be separately bound by the court
28 reporter and may not be disclosed to anyone except as permitted under this Stipulated

1 Protective Order.

2 (g) the author or recipient of a document containing the information or
3 a custodian or other person who otherwise possessed or knew the information.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this action as
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Protective Order. Such notification shall include a
14 copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” before a determination by the court from which the
20 subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking
22 protection in that court of its confidential material – and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this action to
24 disobey a lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by
28 a Non-Party in this action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request,
5 to produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the
9 Non-Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the
12 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
13 reasonably specific description of the information requested; and

14 (3) make the information requested available for inspection by
15 the Non-Party.

16 (c) If the Non-Party fails to object or seek a protective order from this
17 court within 14 days of receiving the notice and accompanying information, the
18 Receiving Party may produce the Non-Party's confidential information responsive to
19 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
20 Party shall not produce any information in its possession or control that is subject to
21 the confidentiality agreement with the Non-Party before a determination by the court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
23 of seeking protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
11 may be established in an e-discovery order that provides for production without prior
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
13 parties reach an agreement on the effect of disclosure of a communication or
14 information covered by the attorney-client privilege or work product protection, the
15 parties may incorporate their agreement in the stipulated protective order submitted to
16 the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the
26 Designating Party or a court order secured after appropriate notice to all interested
27 persons, a Party may not file in the public record in this action any Protected Material.
28 A Party that seeks to file under seal any Protected Material must comply with Local

1 Rule 141. Protected Material may only be filed under seal pursuant to a court order
2 authorizing the sealing of the specific Protected Material at issue. Pursuant to Local
3 Rule 141, a sealing order will issue only upon a request establishing that the Protected
4 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
5 protection under the law. If a Receiving Party's request to file Protected Material
6 under seal pursuant to Local Rule 141 is denied by the court, then the Receiving Party
7 may file the information in the public record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 Within 60 days after the final disposition of this action, as defined in paragraph
10 4, each Receiving Party must return all Protected Material to the Producing Party or
11 destroy such material. As used in this subdivision, "all Protected Material" includes
12 all copies, abstracts, compilations, summaries, and any other format reproducing or
13 capturing any of the Protected Material. Whether the Protected Material is returned or
14 destroyed, the Receiving Party must submit a written certification to the Producing
15 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
16 deadline that (1) identifies (by category, where appropriate) all the Protected Material
17 that was returned or destroyed and (2) affirms that the Receiving Party has not
18 retained any copies, abstracts, compilations, summaries or any other format
19 reproducing or capturing any of the Protected Material. Notwithstanding this
20 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
21 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
22 deposition and trial exhibits, expert reports, attorney work product, and consultant and
23 expert work product, even if such materials contain Protected Material. Any such
24 archival copies that contain or constitute Protected Material remain subject to this
25 Protective Order as set forth in Section 4 (DURATION).

26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

27
28

1 DATED: May 15, 2023

KAUFMAN P.A.

2 By: /s/ Rachel E. Kaufman (as authorized
3 on May 15, 2023)

4 RACHEL E. KAUFMAN
Attorneys for Plaintiff,
5 LINDSEY BETHEA

6 DATED: May 17, 2023

ELGUINDY, MEYER & KOEGEL, APC

7 By: /s/ Benjamin D. Koegel (as authorized
8 on May 17, 2023)

9 BENJAMIN D. KOEGEL
DANYAL J. MICO
Attorneys for Defendant,
10 INFINITY ENERGY INC.

11 DATED: May 23, 2023

DOLL AMIR & ELEY LLP

12 By: /s/ Connie Y. Tcheng

13 GREGORY L. DOLL
14 HUNTER R. ELEY
15 CONNIE Y. TCHENG
Attorneys for Defendant,
16 SOLAR QUOTE, INC.

17 **ORDER**

18 The court reviewed the parties' stipulated protective order. (See ECF No. 17.) The
19 stipulation comports with the relevant authorities and the court's applicable local rule. See L.R.
20 141.1. The court APPROVES the protective order, subject to the following clarification. Once an
21 action is closed, "the court will not retain jurisdiction over enforcement of the terms of any
22 protective order filed in that action." L.R. 141.1(f); see also, e.g., MD Helicopters, Inc. v.
23 Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district
24 generally do not retain jurisdiction for disputes concerning protective orders after closure of the
case). Thus, the court will not retain jurisdiction over this protective order once the case is closed.

25 Dated: May 24, 2023

26
27 endu.2304


28 
KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Eastern District of California on
[date] in the case of *Lindsey Bethea v. Infinity Energy Inc., et al.*; Case No. 2:23-cv-
00118-TLN-KJN. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Eastern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____